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PATENT  
Attorney Docket No. 463037-00080  
Attorney File No. A-64558-1/RMS/RMK/SPL

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of

Kayyem et al.

Serial No.: 08/873,597

Filed: June 12, 1997

For: *AC Methods for the  
Detection of Nucleic Acids*

Group No. 1634

Examiner: Forman, Betty J.

CERTIFICATE OF MAILING

I hereby certify that this correspondence and its listed enclosures are being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop AF, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

on:

Date: 3/1/04

Signature [Signature]

Steve Lendaris

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION**

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Petitioner, **Clinical Micro Sensors, Inc.**, represents that it is the assignee of the entire right, title, and interest of

(1) the instant application, U.S. Serial Number 08/873,597, filed June 12, 1997, which claims the benefit of the filing date of U.S. Serial Number 60/040,155, filed March 7, 1997; and

(2) U.S. Patent No. 6,248,299, filed October 13, 1999, which is a continuation of U.S. Patent No. 6,013,170, filed June 12, 1998, which is a continuation of U.S. Patent No. 6,013,459, filed June 12, 1997.

Written assignment proof for Serial No. 08/873,597, is recorded in the U.S. Patent and Trademark Office at Reel/Frame 88875/0764. Written proof for U.S. Patent 6,248,299, is recorded in the U.S. Patent and Trademark Office at Reel/Frame Number 9555/0167.

Copies of the assignments are attached to this Terminal Disclaimer.

**Clinical Micro Sensors, Inc.**, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173, as shortened by any terminal disclaimer of U.S. Patent No. 6,248,299.

**Clinical Micro Sensors, Inc.**, hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

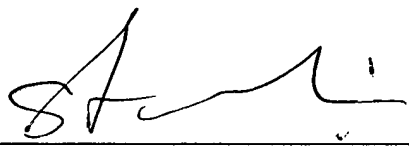
In making the above disclaimer, **Clinical Micro Sensors, Inc.**, does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154-156 and 173 of U.S. Patent No. 6,248,299, as shortened by any terminal disclaimer, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present

application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee, **Clinical Micro Sensors, Inc.**

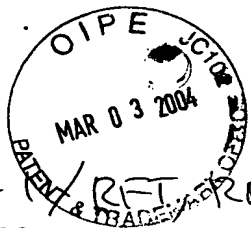
I, the undersigned, hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that willful, false statements may jeopardize the validity/enforceability of the application or any patent issued thereon.

Dated: March 1, 2004

By: 

Name: Steven P. Lenczars

Title: Attorney for Clinical MicroSensors, Inc.



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

A-64558-

FEBRUARY 18, 1998

PTAS

FLEHR HOHBACH TEST ET AL  
ROBIN M. SILVA, ESQ.  
SUITE 3400  
FOUR EMBARCADERO CENTER  
SAN FRANCISCO, CA 94111-4187



\*100605387A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE**  
**NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/05/1998

REEL/FRAME: 8875/0764  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KAYYEM, JON FAIZ

DOC DATE: 07/07/1997

ASSIGNOR:

O'CONNOR, STEPHEN D.

DOC DATE: 07/07/1997

ASSIGNEE:

CLINICAL MICRO SENSORS, INC.  
101 WAVERLY DRIVE  
PASADENA, CALIFORNIA 91105

SERIAL NUMBER: 08873597

PATENT NUMBER:

FILING DATE: 06/12/1997

ISSUE DATE:

MAYA BENNETT, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) Jon Faiz Kayyem, (2) Stephen D. O'Connor

(hereinafter termed "Inventors"), residents of

(1) Pasadena (2) Pasadena

respectively, Counties of

(1) Los Angeles (2) Los Angeles

respectively, States of

(1) California (2) California

respectively, have invented certain new and useful improvements in

ALTERNATING CURRENT METHODS FOR DETECTION OF NUCLEIC ACIDS

and have executed an application for a United States patent disclosing and identifying the invention on even date herewith; and having Serial No. 08/ 873,597 and filing date of 12 June 1997; and

WHEREAS, Clinical Micro Sensors, Inc. a corporation of the State of Delaware, having a place of business at 101 Waverly Drive, Pasadena, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall

petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

X Date: July 7, 1997

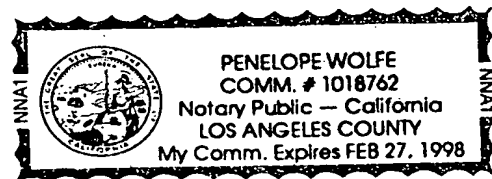
X (1) Jon Faiz Kayyem  
Jon Faiz Kayyem

County of Los Angeles )  
State of California ) ss.  
)

On this 7<sup>th</sup> day of July, in the year 1997, before me, Penelope Wolfe, Notary Public of the State of California, personally appeared (1) Jon Faiz Kayyem, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Penelope Wolfe



(Seal)

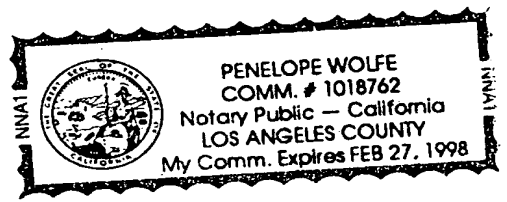
x Date: July 7, 1997 x (2) Stephen D. O'Connor  
Stephen D. O'Connor

County of Los Angeles )  
State of California ) ss.  
)

On this 7<sup>th</sup> day of July, in the year 1997, before me, Penelope Wolfe,  
Notary Public of the State of California, personally appeared (2) Stephen D. O'Connor,  
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person  
whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the  
same in his/~~her~~ authorized capacity~~(ies)~~, and that by his/~~her~~ signature on the instrument the person,  
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Penelope Wolfe  
[560842]



(Seal)



File A-64 789-1 RPT

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**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
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Washington, D.C. 20231

FEBRUARY 23, 1999

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT  
ROBIN M. SILVA  
SUITE 3400  
FOUR EMBARCADERO CENTER  
SAN FRANCISCO, CA 94111-4187



UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 10/29/1998

REEL/FRAME: 9555/0167  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
MEADE, THOMAS J.

DOC DATE: 09/11/1998

ASSIGNEE:  
CLINICAL MICRO SENSORS, INC.  
101 WAVERLY DRIVE  
PASADENA, CALIFORNIA 91105

SERIAL NUMBER: 09096504  
PATENT NUMBER:

FILING DATE: 06/12/1998  
ISSUE DATE:

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

10/29/98



EET

100872267

to the Honorable Assistant Commiss  
documents or copy thereof.

Please record the attached original

<p>1. Name of conveying party(ies): <u>THOMAS J. MEADE</u></p> <p>Additional name(s) of conveying party(ies) attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>CLINICAL MICRO SENSORS, INC.</u> Internal Address: _____</p>
<p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment    <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement    <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 11, 1998</u></p>	<p>Street Address: <u>101 WAVERLY DRIVE</u> City: <u>PASADENA, CALIFORNIA</u> Country <u>U.S.A.</u>    Zip: <u>91105</u> Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

<p>A. Patent Application No. (s) <u>09/096,504</u></p>	<p>B. Patent No. (s)</p>
--	--------------------------

Additional numbers attached?     Yes     No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p>	<p>6. Total number of applications and patents involved: <span style="border: 1px solid black; padding: 2px 10px;">1</span></p>
<p>Name: <u>ROBIN M. SILVA</u> Internal Address: <u>FLEHR HOHBACH TEST</u> <u>ALBRITTON &amp; HERBERT LLP</u></p> <p>Street Address: <u>SUITE 3400</u> <u>FOUR EMBARCADERO CENTER</u> City: <u>SAN FRANCISCO</u> State: <u>CA</u>    Zip: <u>94111-4187</u></p>	<p>7. Total fee (37 CFR 3.41): ..... \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>06-1300</u> Please debit any underpayment or credit any overpayment to the above deposit account.</p> <p>Our Order No. <u>A-64789-1/RFT/RMS</u></p>

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

<p><u>ROBIN M. SILVA</u> Name of Person Signing REG. NO. 38,304</p>	<p><u>Robin M. Silva</u> Signature</p>	<p><u>10/26/98</u> Date</p>
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Total number of pages including cover sheet, attachments and document: [ 5 ]

OMB No. 0651-0011 (exp. 4/94)

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Honorable Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

File No. A-64789-1/RFT/RMS    Rev. 8/93 (600635)

## ASSIGNMENT

WHEREAS, the undersigned, Thomas J. Meade (hereinafter termed "Inventor"), a resident of 1656 New York Drive, Altadena, County of Los Angeles, State of California, has invented certain new and useful improvements in DETECTION OF ANALYTES USING REORGANIZATION ENERGY; and having serial number 09/096,504 and filing date of 12 June 1998, and has executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, Clinical Micro Sensors, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 101 Waverly Drive, Pasadena, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or

additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee as follows:

X Date: 9-11-98

X By *Thomas J. Meade*  
Thomas J. Meade

County of LOS ANGELES )  
State of CALIFORNIA ) ss.  
)

On this 11 day of Sept., in the year 1998, before me, Penelope Wolfe, Notary Public of the State of Calif., personally appeared Thomas J. Meade, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity ~~(ies)~~, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Penelope Wolfe*

(Seal)

